

RAY K. SHAHANI  
ATTORNEY AT LAW



Registered Patent Attorney - Technology and Intellectual Property Matters  
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	STATEMENT OF FACTS IN SUPPORT OF
	)	FILING ON BEHALF OF NON-SIGNING INVENTOR
MADANAT ET AL.	)	
	)	
Serial No.: 10/633,092	)	
	)	
Filing Date: July 31, 2003	)	Date Mailed: <u>January 29, 2004</u>
	)	
Attorney Docket No.: NM-205	)	Examiner:
	)	
	)	Group Art Unit:
Title: TRAFFIC SIGNAL ELECTRIC)	)	
LAMP ASSEMBLY	)	
	)	

Commissioner of Patents and Trademarks  
P. O. Box 1450  
Alexandria, VA 22313-1450

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the non-signing inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

Because signing on behalf of the non-signing inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited herein.

#### IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Ray K. Shahani, Attorney of Record  
Ray K. Shahani, Esq.  
ATTORNEY AT LAW  
Twin Oaks Office Plaza  
477 Ninth Avenue, Suite 112  
San Mateo, California 94402-1854

#### EFFORTS TO OBTAIN INVENTOR'S SIGNATURE

1. On Feb 21, 2003, Brian R. Girardot ("GIRARDOT") signed a copy of GENERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT agreeing to assign any and all rights in any and all United States or any international patents, copyrights or trademarks, or applications thereafter, to Nick (Azmie) K. Madanat ("MADANAT"). (Exhibit 1)
2. A letter was sent from me to inventor GIRARDOT on July 31, 2003, requesting that he sign an enclosed COMBINED DECLARATION OF INVENTORSHIP, POWER OF ATTORNEY and ASSIGNMENT for filing. A copy of the Patent Application, Claims and Drawings was included in the package, along with a copy of the letter for his files as well as a SASE. (Exhibit 2)
3. On August 18, 2003, Mr. Lawrence L. Severson of LAW OFFICE OF KOUNS, QUINLIVAN & SEVERSON (39111 Paseo Padre, Suite 315 in Fremont, CA 94538, Direct Line (510) 795-4757, Fax (510) 795-4759) replied on behalf of GIRARDOT and Synchronex stating that GIRARDOT had refused to sign those documents.

LAST KNOWN ADDRESS OF THE NON-SIGNING INVENTOR

Brian R. Girardot  
Synchronex  
1199 North 5th Street  
San Jose, California 95112

There are no other addresses known for inventor GIRARDOT.

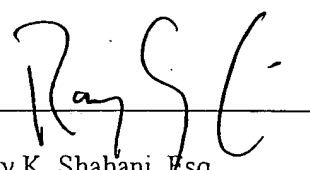
DECLARATION

I hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, Section 1001, and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

RAY K. SHAHANI  
ATTORNEY AT LAW

Dated: January 29, 2004

By: 

Ray K. Shahani, Esq.

Signature of Person Making Statement  
Attorney of Record for Applicant

Ray K. Shahani, Esq.                      Registration No.: 37,554  
Attorney at Law  
Twin Oaks Office Plaza  
477 Ninth Avenue, Suite 112  
San Mateo, California 94402-1854  
Telephone: (650) 348-1444      Facsimile: (650) 348-8655  
E-mail: [rks@attycubed.com](mailto:rks@attycubed.com)

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS PAPER AND THE DOCUMENTS ATTACHED HERETO ARE BEING DEPOSITED IN A POSTAGE PREPAID, SEALED ENVELOPE WITH THE UNITED STATES POSTAL SERVICE USING FIRST CLASS MAIL SERVICE UNDER 37 CFR 1.08 ON THE DATE INDICATED AND IS ADDRESSED TO "COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231".  
Signed: Phel Cornia DATE MAILED: JANUARY 29, 2004

**RECEIVED**  
3-3-03

**GENERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

WHEREAS Brian R. Girardot, the undersigned and hereafter referred to as RECIPIENT, as an individual and on behalf the company identified below, desires information, data, and/or details from Nick Madanat hereafter referred to as DISCLOSER, subject to the terms of this agreement, with regard to potential licensing, purchase, joint development or engineering development, including design, invention and implementation, for RECIPIENT and understands that information, data, and/or details concerning such may and will comprise TRADE SECRET INFORMATION as defined by the Uniform Trade Secrets Act (Ca. C.C. §3426 et seq.), and in further consideration of the sum of \$1.00 (one dollar ) receipt of which is hereby acknowledged;

WHEREAS RECIPIENT desires to obtain information from DISCLOSER and understands that to do so will involve disclosure of confidential information and trade secrets;

NOW THEREFORE in consideration of the mutual promises contained herein the parties agree as follows:

1. RECIPIENT shall not use and/or disclose any TRADE SECRET INFORMATION, or any related information, plans, data and/or other subject matter concerning the TRADE SECRET INFORMATION generally disclosed and described to RECIPIENT by DISCLOSER without the prior written consent of DISCLOSER.
2. RECIPIENT, as an individual, and on behalf the company identified below, agrees and understands that the TRADE SECRET INFORMATION disclosed and/or received from DISCLOSER shall be kept IN CONFIDENCE.
3. RECIPIENT, as an individual and on behalf the company identified below, agrees and understands that the TRADE SECRET INFORMATION, and any concepts related to such TRADE SECRET INFORMATION developed during the term of this agreement, is and shall always be considered and treated as confidential and proprietary information belonging to DISCLOSER. RECIPIENT agrees to assign and transfer to DISCLOSER RECIPIENT's entire interest in any invention or idea, patentable or not, hereafter made or conceived by RECIPIENT or any of RECIPIENT's agents, associates, employees, or others which relates in any way or grows out of the TRADE SECRET INFORMATION or which relates to or grows out of DISCLOSER's business in any way. RECIPIENT specifically agrees to assign any and all rights in any and all United States or any international patents, copyrights or trademarks, or applications therefor, to the Nick Madanat. RECIPIENT further specifically agrees not to file or cause to be filed any patent, copyright or trademark application regarding, relating to, pertaining to or arising out of the TRADE SECRET INFORMATION.
4. In the event that it becomes necessary for DISCLOSER to institute legal action to enforce the terms and conditions of this Agreement, RECIPIENT agrees to pay all costs incurred in such enforcement action including reasonable attorneys' fees.
5. RECIPIENT further agrees to indemnify, save and hold harmless DISCLOSER of any and all expenses it may incur, including attorney fees, in prosecuting and/or defending an action involving any person and/or entity who receives/obtains TRADE SECRET INFORMATION, including but not limited to the details, embodiments, models, data, plans, information and/or drawings provided to RECIPIENT, and/or who receives information, data, details and plans derived from such materials in violation of the terms of this agreement.

6. In the event of a dispute between RECIPIENT and DISCLOSER as to the applicability of any claimed exception to the confidential nature of the TRADE SECRET INFORMATION disclosed by DISCLOSER to RECIPIENT, RECIPIENT shall have the burden of proving that the particular detail, data, plan and/or information so disclosed falls within the scope of such exception.

7. Any and all writings, drawings, photographs and/or other materials delivered by DISCLOSER to RECIPIENT pursuant to this Agreement shall be and remain the property of DISCLOSER, and all such writings, drawings, photographs and/or other materials together with any copies thereof, shall be promptly returned to DISCLOSER upon written request, or destroyed at the option of DISCLOSER.

8. RECIPIENT agrees to abstain from patenting, developing, or investigating TRADE SECRET INFORMATION for the term of this agreement, and unless RECIPIENT has the express written consent of DISCLOSER, any profits and/or property (patents) obtained and/or derived from the TRADE SECRET INFORMATION disclosed by DISCLOSER to RECIPIENT shall be the property of DISCLOSER.

9. RECIPIENT acknowledges that breach of this agreement may cause irreparable damage. RECIPIENT further agrees that its failure to cease use of the TRADE SECRET INFORMATION at the partial or full termination or expiration of this Agreement will result in immediate and irreparable damage to DISCLOSER. RECIPIENT acknowledges and admits that there is no adequate remedy at law for such failure, and RECIPIENT agrees that in the event of such failure, RECIPIENT shall be entitled to injunctive relief and such other and further relief as any court with jurisdiction may deem just and proper.

10. DISCLOSER agrees to identify and to designate and mark TRADE SECRET INFORMATION disclosed to RECIPIENT as being confidential.

11. DISCLOSER represents and warrants that he has such rights as are necessary to develop and commercially exploit the discoveries and systems which are disclosed pursuant the terms of this Agreement. RECIPIENT, as an individual and on behalf the company identified above, agrees and understands, that the terms and conditions of this confidential disclosure agreement shall be incorporated into and shall extend for the period specified in paragraph 14 beyond the term of any agreement with DISCLOSER related in any way to services and/or product supplied utilizing in any way the TRADE SECRET INFORMATION disclosed by DISCLOSER, unless otherwise expressly provided by such agreement.

12. RECIPIENT hereby agrees not to compete with DISCLOSER or to engage in any related business or manufacture or have manufactured any product covered by the TRADE SECRET INFORMATION for the duration of this Agreement and thereafter for a period of at least 5 years, unless a further agreement in writing is entered into between the parties.

13. This CONFIDENTIAL DISCLOSURE AGREEMENT is made and entered into in the County of Santa Clara, in the State of CA, and shall in all respects be governed, enforced and construed in accordance with the laws of the State of California.

///

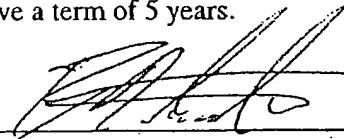
13. RECIPIENT further represents and warrants that he has both the capacity and the authority to bind the Company identified below to the terms and conditions of this Confidential Disclosure Agreement:

Name of Company: Synchronex  
Street Address: 1199 N. 5th Street  
Mailing Address: \_\_\_\_\_  
City/State: San Jose CA 95112  
State of Incorporation: CA

14. This Agreement shall have a term of 5 years.

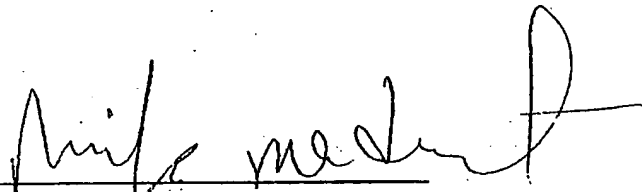
DATED: 2/16/03

Synchronex / Tracorex  
Name of Company (if any)

  
RECIPIENT (Printed Name: Brian R. Giardot  
President  
Title

DATED: 2/21/03

\_\_\_\_\_  
Name of Company (if any)

  
DISCLOSER Nick Madanat  
\_\_\_\_\_  
Title

Twin Oaks Office Plaza  
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San Mateo, California 94402-1854

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August 5, 2003

By FedEx

**FILE**

Mr. Brian R. Girardet  
President  
Synchronex, Inc.  
1199 North 5th Street  
San Jose, CA 95112

Re: NM-205 Continuation-In-Part Patent Application  
Title: TRAFFIC SIGNAL ELECTRIC LAMP ASSEMBLY  
Serial No.:  
Filing Date: July 31, 2003  
Inventors: Madanat, Girardet

Dear M. Girardet, *Brian*

Thank you for your immediate attention to these matters. Enclosed please find a Declaration and Power of Attorney as well as an Assignment, and a copy of the subject patent application, claims and drawings we have recently filed.

I take this opportunity to remind you of your contractual, legal obligations to Mr. Madanat, and state for the record that since you have been named as an inventor in the subject patent application, you are required to sign the enclosed documents. Additionally, as of several months ago, Mr. Madanat has formally and in writing severed all relations with you and your firm and has asked that you stop making, using or selling any and all of his trade secret, confidential and patented and patent pending inventions, technology/information and documents. (Enclosed you will find another copy of the Non-Disclosure Agreement you signed with Mr. Madanat in February of this year.)

Please review the application and sign the enclosed documents. (PLEASE NOTE: You must SIGN the Assignment document IN THE PRESENCE OF A Notary Public. Of course if there are any fees you incur, please send me a note or a copy of the invoice and I'll be glad to send you a check for reimbursement of the costs.) Then, just send them back to me in the enclosed prepaid, FedEx mailer set up for return to my office.

If you have any questions, please let me know. I can always be reached at (650) 348-1444.

///



RAY K. SHAHANI  
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R29-01

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: )  
MADANAT ET AL. )  
Serial No.: 10/633,092 )  
Filing Date: July 31, 2003 )  
Attorney Docket No.: NM-205 )  
Title: TRAFFIC SIGNAL ELECTRIC )  
LAMP ASSEMBLY )

TRANSMITTAL

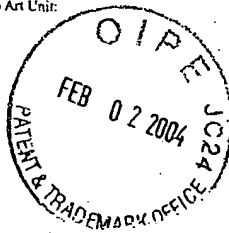
Date Mailed: January 29, 2004

Examiner:

Group Art Unit:

Commissioner of Patents and Trademarks  
P. O. Box 1450  
Alexandria, VA 22313-1450

TRANSMITTAL



Dear Sir,

Enclosed please find the following items for filing in the present case:

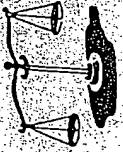
1. Copy of Notice Missing Parts: 3 page(s);
2. NFMP Fee- \$65.00: RKS item 21862;
3. Statement of Facts In Support Of Filing on Behalf on Non-Signing Inventor w/exhibits:  
10 page(s);
4. Petition of Extension of Time: 2 page(s);
5. Extension Fee-\$55.00: RKS item 21873; and
6. Return Receipt Postcard.

///

Transmittal  
Filing Date: July 31, 2003  
Mailing Date: January 29, 2004

Page 1 of 2

Title: TRAFFIC SIGNAL ELECTRIC LAMP ASSEMBLY  
Serial No.: 10/633,092  
Attorney Docket No.: NM-205



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WASHINGTON MUTUAL BANK  
SAN FRANCISCO, CA 94104  
90-71623222

21869

1/29/2004

PAY TO THE  
ORDER OF Commissioner of Patents & Trademarks

\$ \*\*65.00

Sixty-Five and 00/100\*\*\*\*\* DOLLARS

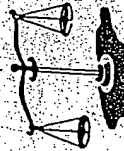
Commissioner of Patents & Trademarks  
P.O. Box 1450  
Alexandria, VA 22313

MEMO NM-205: Serial No.: 10/633,092 NFMP Fee

*Ray K. Shahani*

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MP



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WASHINGTON MUTUAL BANK  
SAN FRANCISCO, CA 94104  
90-71623222

21873

1/29/2004

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ORDER OF Commissioner of Patents & Trademarks

\$ \*\*55.00

Fifty-Five and 00/100\*\*\*\*\* DOLLARS

Commissioner of Patents & Trademarks  
P.O. Box 1450  
Alexandria, VA 22313

MEMO NM-205: Serial No.: 10/633,092 Extension Fee

*Ray K. Shahani*

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MP

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Patent Attorney - Technology and Intellectual Property Matters  
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	PETITION FOR EXTENSION OF TIME
Madanat	)	
Serial No.: 10/633,092	)	
Filing Date: July 31, 2003	)	Date Mailed: <u>January 29, 2004</u>
Attorney Docket No.: NM-205	)	Examiner:
	)	Group Art Unit:
Title: TRAFFIC SIGNAL ELECTRIC	)	
LAMP ASSEMBLY	)	
_____	)	

Commissioner of Patents and Trademarks  
P.O. Box 1450  
Alexandria, VA 22313

PETITION FOR EXTENSION OF TIME  
(Rules 136 and 17(a)-(d))

Dear Sir:

In response to Notice of Missing Parts mailed 10/29/03, please grant Applicant this Petition to extend the originally shortened statutory time period for response thereto for a total of 1 month(s), or from at least 12/30/03 through at least 01/29/04.

37 CFR 1.7 Times for taking action; expiration on Saturday, Sunday, or Federal holiday.

Whenever periods of time are specified in this part in days, calendar days are intended. When the day, or the last day fixed by statute or by or under this part for taking any action or paying any fee in the Patent and Trademark Office falls on Saturday, Sunday, or on a Federal holiday within the District of Columbia, the action may be taken, or the fee paid, on the next succeeding day which is not a Saturday, Sunday, or a Federal holiday.

Transmitted herewith please find Notice of Missing Parts along with the 1 month Petition for Extension of Time fee of \$55.00.

Respectfully submitted,

RAY K. SHAHANI  
ATTORNEY AT LAW

Dated: January 29, 2004

By: [Signature]  
Ray K. Shahani, Esq.  
Attorney for Applicant(s)

Ray K. Shahani, Esq.                      Registration No.: 37,554  
Attorney at Law  
Twin Oaks Office Plaza  
477 Ninth Avenue, Suite 112  
San Mateo, California 94402-1854  
Telephone: (650) 348-1444    Facsimile: (650) 348-8655  
E-mail: rks@attycubed.com

**CERTIFICATE OF MAILING**

I hereby certify that this paper and the documents attached hereto are being deposited in a postage prepaid, sealed envelope with the United States Postal Service using First Class Mail service under 37 CFR 1.08 on the date indicated and is addressed to "Commissioner of Patents and Trademarks, Washington, D.C. 20231".

Signed: [Signature]

Date Mailed: January 29, 2004